

trusting connections
NANNIES ♥ SITTERS

EMPLOYEE HANDBOOK

2020



MODERN CHILDCARE. TIMELESS VALUES.


welcome

Dear Trusting Connections Team Member,

Rosalind and I are honored that you have chosen to work for Trusting Connections and we are looking forward to being a part of your career path. Whether you are joining our amazing Flex Team of nannies and sitters or our innovative office staff, you are a critical part of TC's success. We are committed to raising the bar of excellence for the in-home childcare industry and we are confident that your attributes will leverage TC towards that goal.

Please read through this Handbook in addition to your Policies and Procedures Document in its entirety. We have a team of experts ready and willing to assist should you have any questions during your onboarding process. We encourage you to take advantage of our TC Team Talk Private Facebook Group, where you can connect with other team members, post fun crafts and activities, and ask questions related to childcare or TC. TC hosts a variety of team-building events throughout the year that are a great way to connect in person with one another. My door is always open throughout your employment with TC, should you have any questions, concerns or feedback.

Sincerely,

A handwritten signature in black ink, appearing to read 'Caroline C. Wesnitzer', with a large, stylized initial 'C'.

Caroline C. Wesnitzer

Co-Founder and COO

caroline@trustingconnections.com

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TC's Vision:

Trusting Connections is a market leader and industry innovator committed to raising standards of excellence.

TC's Mission:

We connect families with exceptional nannies, sitters and other family care professionals.

TC's Values:*Family Supporters*

We are all about families -providing exceptional, personalized care and superior customer service. We also serve as a trusted resource for parents as local, childcare experts.

Nanny Advocators

We know we are nothing without our nannies and we treat them accordingly. We are committed to educating, supporting and advocating for our nannies while offering a safe, fun and professional work environment.

Industry Educators

We are committed to keeping families and nannies informed regarding current legal issues surrounding our industry. Our unique model of agency-employed nannies ensures that both our clients and our employees are protected. It isn't the cheapest or most popular approach, but we believe it's the right one.

Market Leaders

We love reinventing the wheel. We value innovation, doing it bigger and better and being relentless in our pursuit of excellence.

Community Servers

We feel blessed and believe in giving whenever we can. We are especially passionate about contributing to causes that strengthen families and offer support to parents and children.

Team Collaborators

We believe amazing things happen when all minds are on deck. From our nannies to our Directors, everyone has a voice that can change and influence our agency.

General Policies

This handbook provides employees with the details of our policies and benefits. The policies stated inside this handbook do not constitute contractual obligations of any kind or a contract for employment.

Trusting Connections reserves the right to make changes to this handbook at any time, for those things that do not fall under federal, state or local law. All provisions in this handbook replace all prior provisions and prior issued handbooks.

Employment-at-Will

Both Arizona and Texas are states with an “at will” employment law. At-will employment means the employer can release the employee from their job for any reason, or no reason provided it is not based on anything unlawful or discriminatory. At-will employment is presumed, unless a person has a specific employment contract. All employment at Trusting Connections falls under at-will.

Please note, this handbook is not a contract of employment. Employees may voluntarily leave the employment of the Company upon proper notice or may be terminated at any time and for any reason, provided there is no violation of federal, state or local law.

Equal Employment Opportunity

Trusting Connections adheres to all federal, state and local laws regarding lawful employment practices, including those requiring fair employment practice. We provide equal opportunities for all employees and applicants without regard to sex, age, race, religion, national origin, citizenship status, physical or mental disability, sexual and gender orientation, genetic information, medical condition (except where physical fitness is a valid, occupational qualification) or any service, past, present, or future, in the uniformed services of the United States.

Trusting Connections will ensure fair and equal consideration is given to all qualified applicants and employees in all personnel actions. Personnel actions include recruiting and hiring, selection for training, promotion, demotion, discipline, rates of pay or other compensation, transfer, layoff, recalls, and terminations.

Arizona law prohibits discrimination against employees based on genetic test results. In addition, the City of Tucson prohibits discrimination on the basis of sexual orientation, gender identity, familial and/or marital status.

Federal and state law prohibits retaliation against an employee who is acting on their civil rights, including complaints of discrimination. Trusting Connections management and executives are responsible for ensuring no retaliation occurs, against any person for stepping forward with a concern about any type of discrimination. Concerns or complaints about fair and equitable treatment must go directly to the Flex Director.

The Flex Director will ensure an appropriate, proportional response occurs, up to and including an objective investigation into the concerns cited by an employee, where warranted. Employees stepping forward with concerns of discrimination in the workplace, and all persons participating in the investigation into the allegations are protected from retaliation.

Requirements for Hire

Qualified applicants for ***Flex Team*** positions must meet the following minimum requirements:

- Be at least 18 years of age, and
- Be a High School graduate, and
- Be First Aid and CPR Certified, and
- Have a current and valid driver's license, and
- Have at least 2 years childcare experience, and
- Provide three professional references.

Employment with our agency will be contingent upon meeting and maintaining the following requirements:

- Proof of valid auto liability insurance and coverage under the policy
- Satisfactory results from a comprehensive background check, conducted by a licensed, professional, outside agency that meets state qualifications
- Satisfactory results of a 5-panel drug test

Once a qualified applicant successfully meets the requirements for hire, and passes all pre-employment background checks, they must complete the following before being placed on the schedule:

- Satisfactory completion of TC's pre-hire virtual training.

Qualified applicants for ***TC's Office Staff*** positions must meet the following minimum requirements:

- Be at least 18 years of age, and
- Have two years of work experience, in a structured work environment, and
- Be a High School graduate, and
- Have a current and valid driver's license, and,
- Provide 3 professional references.

Employment with our agency will be contingent upon meeting and maintaining the following requirements:

- Satisfactory results from a comprehensive background check, conducted by a licensed, professional, outside agency that meets state qualifications
- Satisfactory results of a 5-panel drug test

Once a qualified applicant successfully meets the requirements for hire, and passes all pre-employment background checks, they must complete the following before being placed on the schedule:

- Satisfactory completion of TC's pre-hire virtual training

COVID Risk Policy

By accepting a call for nanny services, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

ASSUMPTION OF THE RISK. I acknowledge and understand the following:

1. My employment includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with my employment as a nanny.

Background and Reference Checks

TC employees occupy a position of trust and security with our clients. To protect this relationship, a background check will be done as part of the post-offer, pre-employment process, and prior to placement on the schedule. Trusting Connections will hire a qualified, licensed private investigator to conduct a limited background check. Passing the background check is a condition for starting employment and will be repeated annually thereafter as a condition of continuing employment. Background checks include:

- Driving Record
- SSN and name verification
- Criminal and Civil History Check (county, state and federal)
- Sex Offender Registry Check

Applicants will not be hired, nor employees retained, if a background check reveals, or Trusting Connections comes to know, the applicant or employee has been convicted of certain criminal offenses.

Immigration Reform and Control Act

It is the Company's policy to fully comply with the regulations of the Immigration Reform and Control Act of 1986 (as amended) enforced by the Department of Homeland Security. Per the requirements under this law, Trusting Connections will hire only persons who are authorized to work in the United States.

The law requires Trusting Connections to do five things upon hire:

1. Have the new employee complete Section 1 of the I-9 form on date of hire;
2. Check documents establishing your identity and eligibility to work;
3. Examine the documents and complete Section 2 of the I-9 Form and the Certification Section;
4. Retain the form for at least three years or one year following termination, whichever is longer;
5. Present the form for inspection to the Department of Homeland Security or Department of Labor officer upon request.

E-Verify (Arizona only)

Pursuant to Arizona law, E-Verify is used for Arizona applicants, after an offer of employment. The E-Verify System in Arizona is to ensure that every employee in the Arizona workforce is authorized to work in the United States. If E-Verify does not confirm eligibility, the applicant will be notified as required by Arizona law.

If an employee leaves Trusting Connections and is rehired, the employee will need to complete another

I-9 if the previous I-9 with Trusting Connections is more than three years old, if the original I-9 is not accurate, or if the original I-9 is no longer on file or if the employment authorization documents have expired.

ADA Accommodation

Trusting Connections complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business. If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential. The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company. If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law. The Company will not discriminate or retaliate against employees for requesting an accommodation.

Religious Accommodation

Trusting Connections is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief. If you require a religious accommodation, speak with your Manager.

Accommodations for Nursing Mothers

Trusting Connections will provide nursing mothers reasonable unpaid break time to express milk for their infant child(ren) for up to one year following the child's birth. If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public. Expressed milk can be stored in company refrigerators, or in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time will be paid in accordance with federal law. You are encouraged to discuss the length and frequency of these breaks with your Manager. No provision of this policy applies, or will be enforced, if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law, or regulation.

Crime Victim Leave

Trusting Connections is committed to providing victim's leave to eligible employees in accordance with Arizona's victim leave law (Ariz. Rev. Stat. § 13-4439; § 8-420). This law authorizes employees who are victims of crimes to leave work to exercise the right to be present at legal proceedings related to the crime.

A **victim** is:

- A person against whom the criminal offense has been committed; or
- If the person is killed or incapacitated, the person's immediate family (victim's spouse, parent, child, sibling, grandparent, or lawful guardian) or other lawful representative (person who is designated by the victim or appointed by the court and who acts in the best interests of the victim), except if the person is in custody for an offense or is the accused.

Legal proceedings include:

- Initial appearances and detention hearings.
- Post-conviction release proceedings.
- Plea negotiations and sentencing.
- Disposition and pre-disposition proceedings.

- Probation modification, revocation, disposition, or termination proceedings.
- Re-examination proceedings.
- Order of protection (an injunction against harassment or any other injunctive relief to help ensure the health, safety, or welfare of the victim or the victim's child).

Prior to taking leave, you must provide your Manager with a copy of the notice of each scheduled proceeding that is provided by the agency responsible for providing notice, a court order to which you are subject, or any other proper documentation, unless advance notice is not feasible. If advance notice is not feasible, you must provide appropriate documentation within a reasonable time after the absence. The Company will keep all records related to your leave confidential. The leave provided to attend proceedings is unpaid; however, you may choose to use accrued benefits, such as existing vacation time, sick time, personal leave time, or other accrued paid time off. The Company will not retaliate against employees who request or take leave in accordance with this policy.

Anti-Harassment Policy

Discrimination and Harassment Including Sexual Harassment

Discrimination

Unlawful discrimination in the Trusting Connections work environment will not be tolerated. Discrimination can occur in a variety of ways in the workplace and can be based on a number of protected classes. According to Federal anti-discrimination laws generally, employers with 15 or more employees cannot discriminate, nor tolerate discrimination in their organizations based on the following: Age, disability, equal pay and compensation, genetic information, harassment, national origin, pregnancy, race/color, religion, retaliation, sex/gender, and sexual harassment.

Making a Complaint

Any employee who believes they have experienced discrimination in the workplace is encouraged to bring their concerns directly to their direct supervisor. The direct supervisor will ensure all allegations of discrimination are objectively reviewed and allow due process for all persons involved in the allegations.

Due Process

Due process means the person who may be the alleged perpetrator of discriminatory acts or behaviors will have an opportunity to respond to the allegations directed at them. The allegations brought forward by the complaining party, or complainant, will receive appropriate review and investigation. A report will be compiled, using the information gathered during the investigation. Findings at the end of an investigation will receive appropriate action, as determined by the results of the objective investigation.

Qualified Confidentiality, “Need to Know Basis”

Qualified confidentiality will attach to the investigation and all persons involved in an investigation. Qualified confidentiality means Trusting Connections will keep information collected during the investigation, and all reports and findings, on a need to know basis and shared only with the appropriate members of the executive and management team.

Cooperation and Truthfulness

All employees are required to cooperate and be truthful when taking part in any investigation into allegations of discrimination. Persons participating in the investigation will be protected from retaliation. Additionally, all parties to any investigation into allegations of discrimination are required to keep all information confidential to protect the privacy of all involved.

What Constitutes Unlawful Discrimination

Unlawful discrimination is more than a slight or a single incident, and as defined under the law, it must be pervasive, or egregious. However, an employee is not required to know the thresholds under the law. Any employee who believes they have experienced unlawful discrimination in the workplace is encouraged to bring their concerns forward so that they may be objectively investigated.

Sexual Harassment

This company is dedicated to providing a workplace that is free from sexual harassment, and from any intimidation that creates a hostile work environment. Trusting Connections will not tolerate sexually suggestive or aggressive behavior. Each employee is responsible for maintaining professional standards of behavior and participating in keeping the workplace free of sexual and intimidating behavior.

Sexual harassment is a kind of discrimination. According to the federal Equal Employment Opportunity Commission, it is unlawful to harass a person (an applicant or employee) because of that person’s sex.

Harassment can include what most people understand to be “sexual harassment” or it can be unwelcome sexual advances, requests for sexual favors, and other verbal or physical harassment of a sexual nature.

Harassment does not have to be of a sexual nature and can include offensive remarks about a person’s sex/gender. As an example, it is illegal to harass a woman by making offensive comments about women in general.

Both victim and the harasser can be either a woman or a man, and the victim and harasser can be the same sex. Nothing in the law prohibits simple teasing, offhand comments, or isolated incidents that are not very serious.

Harassment is illegal when it is so frequent or severe that it creates a hostile or offensive work environment. It also applies when the harassment results in an adverse employment action such as hiring, firing, denial of training or denial of promotion.

Sexual harassment tends to be in situations of unequal power. Whether it is actual power, perceived or feared power. The harasser can be the victim's supervisor, a supervisor in another area, a co-worker, or someone who is not an employee of the employer, such as a client or customer.

Company Policy on Findings of Harassment or Discrimination

It is Trusting Connections' policy to provide a workplace free from harassment. We expect every person to be treated with fairness, respect, and dignity. This includes our clients, independent contractors, outside vendors, as well as staff members. Accordingly, any form of harassment, based on an individual's race, color, sex, religion, national origin, age, disability, or other protected characteristic, that is validated by an appropriate investigation, will be considered a violation of this policy and treated as a performance matter.

Employee Health and Safety

The Company is committed to maintaining a safe and healthy work environment and takes all appropriate health and safety precautions consistent with requirements as established by law. This includes initial assessment of working conditions and clients upon client intake.

Employees may not refuse to work with or cooperate with, withhold services from or otherwise harass, intimidate, degrade or isolate a co-worker or client because of a known or suspected disability or disease, or because of a coworker's association with a person with a disability or disease. Any employee with concerns about health or safety and their working conditions must take their concerns to the Flex Director, as soon as the employee feels a sense of threat or concern in their work environment.

IT Policy

Trusting Connections prohibits the use of company computers, email systems, voice mail systems, and any other company provided electronic media in ways that are offensive to others, or are otherwise discriminatory, harassing, obscene. This policy also prohibits use of any company provided equipment or media for any other purpose that is illegal, against Company policy or not in the best interest of the Company. Misuse of company provided electronic media includes but is not limited to the use of ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment, discrimination or showing disrespect for others.

Any employee who has concerns under any aspect of this section of the Trusting Connections policy, while encouraged to always come directly to their direct supervisor, they may also directly contact the Arizona Civil Rights Division, 400 West Congress, Tucson, AZ, 85701, (520) 628-6500, www.azag.gov.

Retaliation

Neither the Company nor any of its representatives may engage in retaliatory behavior towards any employee involved in a harassment allegation, claim, investigation, or disciplinary action.

Investigations into Allegations of Unlawful Discrimination or Harassment

Trusting Connections will promptly investigate all workplace related complaints, and will endeavor to handle these matters expeditiously, confidentially, and in a professional manner so as to protect the offended individual and other individuals providing relevant information. Please refer to the Investigation Process outlined below.

Upon completion of a prompt and complete investigation, appropriate action will be taken based on the findings from the investigation. False accusations of harassment cause harm to innocent people and such conduct will not be tolerated. Persons coming forward with false allegations will be subject to discipline, up to and including termination.

The Company will take all steps necessary to prevent harassment from occurring. All supervisors and managers are informed of this policy and have been trained as to what constitutes proper and improper behavior for all employees.

Violations of the Company's harassment policy will result in disciplinary action, up to and including discharge.

Investigation Process:

- 1) An employee or client files a report of an alleged unlawful act of discrimination with their direct supervisor.
- 2) An investigation of the alleged harassment or other discrimination is processed through the direct supervisor.
- 3) The direct supervisor will access appropriate assistance with the investigation, including intake, analysis of the complaint and any issues present, and creating of a report on the findings.
- 4) The direct supervisor will review the report and findings, and use the conclusions found therein to determine appropriate next steps.
- 5) Appropriate, limited confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances.
- 6) Allegations of improper or unlawful actions will be given to the respondent as part of the intake step of the investigation. The respondent will be allowed due process to respond to

the allegations and will be given an opportunity to collect relevant evidence and present witnesses.

- 7) The direct supervisor will keep the parties informed as to the status of the investigation.
- 8) If Trusting Connections concludes that harassment occurred, the harasser will be subject to appropriate disciplinary action, as described below.
- 9) The complainant will be informed of the findings from the investigation. No party is entitled to the details of outcomes for other employees or clients, as a matter of appropriate human resources practice.
- 10) In the event the harassment cannot be substantiated, this finding will be communicated to the complainant in an appropriately sensitive manner. The complainant is always free to provide additional evidence that will also be investigated.
- 11) Employment conditions of the complainant and witnesses will be in no way adversely affected through use of this procedure.
- 12) Individuals found to have engaged in misconduct constituting discrimination or harassment will be disciplined, up to and including termination. Appropriate sanctions may also include written reprimand, and referral to counseling.
- 13) If an investigation results in a finding that the complainant falsely accused another of discrimination or sexual harassment knowingly or in a malicious manner, the complainant will be subject to appropriate sanctions, including termination.

Annual Performance Review

Trusting Connections conducts performance reviews (usually annually) for all employees of the agency. At the review the employee will be given an opportunity to critique his or her own work, as well as receive feedback from their direct supervisor. The employee will also need to pass an annual, updated background check. Passing the annual background check is considered part of the performance review.

Job Posting / Promotion Policy

Trusting Connections supports career learning and growth opportunities for our staff whenever possible. Available positions will be posted on Trusting Connections website and will be updated weekly. Persons interested in a posted position must submit a resume through the link for the specific position, and a director will contact all applicants. Trusting Connections may promote and/or refer from within whenever qualified personnel apply and positions are available.

Employees who meet the posted job criteria are encouraged to apply or may refer external candidates who are qualified. The Company reserves the right to advertise outside the Company to ensure the most qualified person is selected or referred for the position. A review of qualified candidates may include:

- Skills and ability to perform the position
- Required level of education
- Prior and current work performance
- Disciplinary/ Attendance record
- Specific criteria set by client (if position is a referral in the Placement Division)

If an employee meets the requirements of the position, an interview may be arranged with the directors or if it is a referral, with the client. Agreement will be made between all departments and directors before internal changes are made. For referrals, it is the client's decision to hire. Please note that employees are not permitted to discuss potential placement positions with Trusting Connections' clients unless they have been referred *directly* by the Company.

While employed at Trusting Connections, "social distancing" should be practiced and face coverings should be worn at all times to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, Trusting Connections has put in place preventative measures to reduce the spread of COVID-19. However, they cannot guarantee that its employees will not become infected with COVID-19.

Resignation, Termination, or Layoff

Separation from employment with Trusting Connections shall follow one of the following actions:

1. Resignation – Voluntary termination by the employee.
2. Dismissal – Involuntary termination for substandard performance or misconduct.
3. Layoff – Termination due to reduction in the workforce, or position elimination.

Resignation

An employee who desires voluntary separation from Trusting Connections, regardless of employee status, is expected to provide as much advance notice as possible. Trusting Connections requests two weeks' notice prior to the last day of work for the employee. Should an employee not provide at least two weeks advance notice, the company reserves the right to deny payout of any residual leave accumulated and unused at the time of separation.

When it is in the best interests of the company, Trusting Connections management reserves the right to effect immediate separation for the employee seeking to resign, without regard for an employee request to work the balance of their schedule or until the stated date of resignation.

When this occurs, the employee shall receive any outstanding pay due to the employee, in a check delivered not later than six days post separation. Payment due to the employee on separation is

limited to that which is due on that day.

Dismissal

An employee may be discharged for substandard performance. The direct supervisor shall complete the corrective action cycle, as appropriate to the circumstances, and provide the employee with the

underlying reasons for termination.

An employee may be dismissed for misconduct that is detrimental to the company. This includes theft of property and resources, insubordination, conflict of interest, willful disregard for company interests or policies, and using any company property or influence in any way for personal influence or financial gain.

Termination Processing

The direct supervisor will receive all company property from the employee. An exit survey will follow as part of the exit process for all employees who voluntarily resign. The terminated employee will receive a final paycheck that will include all earned pay and expenses due to the employee not later than seven days post separation.

Examples of Inappropriate Actions and Behaviors

This list below is for example only, and is not exhaustive, of actions or circumstances that can invite corrective action. These examples are divided into minor and major violations. Designation as minor or major infractions is determined by the circumstances and consequences of the behavior. The direct supervisor and the COO are the only persons authorized to determine the quality of an infraction as minor or major.

1. Minor violations are less serious acts or behaviors that have a negative effect in the workplace. A negative effect may be anything that disrupts continuity, decreases efficiency in the workflow, affects workplace safety, and diminishes collegiality and professionalism in the office environment. Minor violations typically lead to corrective action starting at the verbal counseling level and continuing with progressive discipline if necessary. Some examples include:
 - a. Excessive tardiness
 - b. Unsatisfactory performance
 - c. Interfering with or distracting other employees and their work
 - d. Excessive absenteeism
 - e. Using work time and resources for personal matters, including side businesses
 - f. Failure to follow company policy for absences
 - g. Actions or consequences from outside of work behaviors that affect any aspect of Trusting Connections and its clients, including company credibility and good will in the community
 - h. Unresolved personal conflicts with co-workers
 - i. Unresolved issues with personal hygiene and appearance while in the workplace

2. Major violations are more serious acts and include willful violations and deliberate disregard for Trusting Connections policies and practices. Major violations may result in immediate termination. Some examples of major violations include:
 - a. Gross mistreatment of a client, either physical or verbal

- b. Repeated occurrences of related or unrelated minor violations, depending on the severity of the violation and its effect on the company
- c. Defacing company property
- d. Willful disregard for any company, policy or directive issued from company management
- e. Threats, intimidation or coercion directed at any other Trusting Connections employee
- f. Intoxication from alcohol or illegal drugs while on Trusting Connections or client property
- g. Any act that threatens the health and safety of any person on Trusting Connections or client premises
- h. Breach of client confidentiality
- i. Rude or inappropriate behavior toward clients or visitors to Trusting Connections offices
- j. Unauthorized early exit from work for personal reasons
- k. Theft, destruction, abuse or damage committed affecting Trusting Connections or client property, tools equipment or the property of any individual on company premises

Layoff

When a reduction in workforce is necessary for the financial health of the company, positions may be eliminated. When employees are identified for layoff, the company shall evaluate the following factors:

1. Company work requirements
2. Employee abilities, experience and skill
3. Employee demonstrated potential for reassignment within the organization

The direct supervisor will personally provide notice to all employees who are listed for layoff. The employee will be immediately terminated and receive any outstanding pay. All accumulated, unused paid time off will also be paid.

Re-Employment Policy

Employees who leave Trusting Connections in good standing will be considered for open positions along with other applicants. Employees who leave without giving proper notice or who were discharged for cause will not be eligible for re-hire.

Hours of Work and Pay

Recording Hours Worked

Accurately recording time worked is a responsibility of every employee. Federal and state laws require

the company to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. Please refer to the Policies and Procedures Guide for instructions on how to accurately record hours worked.

All employees are expected to record hours via a clock-in/clock-out time keeping system. The process for providing data is fully described in the Policies and Procedures Guide.

Altering, falsifying, tampering with time records, or recording time on another employee's time record will result in disciplinary action, up to and including termination of employment.

Trusting Connections follows the state regulations regarding deadlines for employees to receive their final paycheck following termination or resignation of employment.

Pay Day

Trusting Connections' workweek is Monday through Sunday and payday is biweekly on Fridays.

If employee selects to be paid via direct deposit, the direct deposit takes one pay cycle for processing, so an employee's first paycheck will be manual. All manual pay checks will be mailed the Monday after pay-day.

Hours of Work

Trusting Connections maintains work hours for its employees in accordance with federal and state regulations, client needs, and, wherever possible, staffing assignments that promote an efficient and effective schedule of work.

The Fair Labor Standards Act requires employers to maintain an accurate record of hours worked and to pay one and one-half times the regular hourly rate of pay to every nonexempt employee who works overtime. Overtime will be defined as all hours worked over forty in a workweek. The Fair Labor Standards Act permits exemption of certain professional, administrative, and executive positions and certain sales positions, as defined in the statutes, from compliance with the act.

The official workweek for all employees begins at 12:01 a.m. on Monday and ends at 11:59pm the following Sunday.

Any meetings, lectures, and training programs that an employee is required to attend will be considered compensable time.

Professional Conduct and Responsibilities General Job

Responsibilities

For a complete list of employee's job description, please review the Flex Team Policies and Procedures (For Flex Team Employees) or the Staff Hat Document (For TC Office Staff)

Company Property

Trusting Connections may loan property, materials or written information to help an employee in their job. Each employee is responsible for protecting and controlling any property loaned to them. All employees must return any property given promptly upon request by Trusting Connections management. Following resignation or termination of employment, the employee must return all property immediately, including but not limited to agency uniforms, name badges, and items bearing the agency logo.

Client Property

A client's home and property should be treated with respect. Employees are expected to be mindful and diligent of their surroundings and take pride in caring for the client's personal belongings. If there is an incident where there is accidental damage to a client's property, the employee must immediately report the incident to the client and then write a written report to the agency (forms are provided in the office).

Clients may loan property, materials or written information to help the employee in their job. Employees are responsible for protecting and controlling any property that the client loans to them. All property loaned from the client must be promptly returned upon request from either the agency or the client. Following resignation or termination of employment, the employee must return all clients' property immediately including but not limited to garage door openers, house keys, car seats, etc.

Complaint Procedure

Employee complaints and problems will be addressed by the executive team at Trusting Connections. It is our policy to give full consideration to any issues that may affect job performance.

1. An employee with a problem or misunderstanding must talk to their direct supervisor within five working days of its occurrence. The direct supervisor will provide an opportunity to discuss the matter fully and provide a response within three working days following the discussion. If the problem or complaint involves the direct supervisor, go to Step 2.
2. In the event the problem or misunderstanding cannot be settled between the employee and the direct supervisor, the employee may discuss the problem with the COO. The COO will discuss the problem with the direct supervisor and respond within five days of the interview. The decision of both the direct supervisor and COO in a problem situation will be final and binding.

Employees who access this complaint procedure are protected from retaliation, or any adverse action related to engaging in this process.

Conflict of Interest

The management team at Trusting Connections recognizes the potential for close, professional relationships to develop between employees and the families they serve. Trusting Connections management guides employees to be cautious of situations where a potential conflict of interest may exist.

An actual or potential conflict of interest exists when one is in a position to influence a decision or have professional dealings on behalf of Trusting Connections that might result in a personal gain for you or for one of your relatives. Personal gains can include such things as substantial gifts, special consideration, or in some cases, bribes.

If any employee finds oneself in a situation where a potential conflict of interest may exist, they are guided to please contact their direct supervisor to discuss the situation and if necessary, set up safeguards to protect everyone involved.

Confidentiality

Protecting confidentiality is a critical component of staff members' occupational duties and responsibilities. Confidential information refers to all information and materials including, but not limited to, business plans, market analyses, costs, valuations, utilization of informational technologies, hardware and software, personnel, research, development, databases, protocols, and any documentation or materials published by the agency.

All employees are required to maintain the agency's confidential information at all times, use all reasonable efforts to preserve such confidentiality, and not disclose confidential information to a client, competitor, or any other third party. In addition, an employee shall not use confidential information to create any derivative works. In addition, all staff is prohibited from discussing personal matters related to clients, families, children or any other person under Trusting Connections care, with individuals outside of the agency.

Upon resignation or termination, an employee must return all confidential information and agency documents or materials in their possession to the direct supervisor. In return, the agency will not use or distribute personal information about any employee for purposes not reasonably necessary for providing proper service to agency clients.

Discipline

When incidents occur, or situations arise that require disciplinary action, the company will employ disciplinary measures calibrated to respond to the infraction at hand. In the case where the infraction is egregious or creates any threat to the health and safety of any employee or client, Trusting Connections reserves the right to proceed directly to termination.

Generally, all disciplinary action will be appropriately documented in an effort to protect the rights of all parties, and to create a history of the events and responses that led to disciplinary action. Under all circumstances, the direct supervisor will determine the course of action best suited to the situation.

Corrective Counseling

Corrective counseling will be initiated when the direct supervisor has reasonable evidence or belief that an employee performance problem can be resolved through counseling and training. The direct supervisor has complete discretion on the decision to engage corrective counseling in response to an employee performance issue.

Corrective counseling is intended to be sequential, but the direct supervisor with the agreement of the COO, may go to the step in the process that is most responsive to the situation in a given case.

1. Verbal Counseling Step One – This is the first step in the corrective action process. The direct supervisor will conduct initial intake to determine the problem. Review of job descriptions, duty assignments, and discussion with the appropriate parties may be done to determine the severity of the problem. Employee performance reviews from prior years may also be reviewed. Once completed, the direct supervisor will meet with the employee and provide counseling specific to the performance issue. Counseling will include specific directions on behaviors that must be modified or cease.
2. Verbal Counseling Step Two – If the employee fails to improve after initial verbal counseling, the direct supervisor will meet with the employee, and present them with a written description of the problem, the seriousness of the concern, and explain the consequences of continued failure to perform up to Trusting Connections standards. Consequences of failure to improve performance include written warning, administrative leave without pay, or termination. The employee will review the document with the direct supervisor during this meeting, be given the opportunity to ask questions or state a plan for improvement. The direct supervisor will sign and date the written description provided to the employee and make a copy to retain for company records as proof of the meeting and its content.
3. Written Counseling – In the event an employee fails to improve after the first two steps of verbal counseling, the employee shall receive a written warning from the direct supervisor. The written warning shall include a description of the issue, the steps taken, and direction provided during the verbal counseling process, and the indicators of employee failure to improve.

The document will also state clearly what steps must occur for the employee to indicate

performance improvement. This will include specific actions, dates for completion, and any training or other things required by the company.

The written warning shall also specifically state which action will follow if the employee fails to improve after receiving written warning: administrative leave without pay, probation, or termination. Written counseling will become part of the employee personnel file. The direct supervisor reserves the right to remove the written warning from the file under appropriate circumstances.

4. Performance Improvement Plan (PIP) – If an employee fails to correct a performance problem after verbal and written counseling, and it is still in the best interests of the company to preserve employment for the troubled individual, the individual shall be placed on a performance improvement plan (PIP) at the supervisors discretion. Placement on a PIP is considered a serious action.

The terms and conditions of the PIP shall be presented to the employee in writing during a counseling meeting and cite all previous efforts to counsel the employee. The employee is informed of the possibility of termination if performance is not improved on the timeline stated in the PIP. The direct supervisor is the sole arbiter of the timeline and tasks required to successfully complete probation. The PIP letter shall include at a minimum:

- a. A detailed description of the situation, including dates, times and locations.
- b. A chronological review of all steps taken with the employee intended to improve their performance issues to date.
- c. A specific description of the terms and length of plan.
- d. A specific description of behavior and performance modification required for the employee to stay employed at Trusting Connections.
- e. A schedule of follow-up meetings with the direct supervisor, for ongoing counseling during the probationary period.
- f. A statement of consequences for failure to successfully complete probation, including the possibility of reduction in pay, demotion, reassignment, or termination.

The direct supervisor will deliver this letter to the employee in a meeting scheduled strictly for this purpose. The employee will sign one copy of the letter and return it to the direct supervisor for retention in the personnel records. One copy of the letter will remain with the employee to take from the meeting. Any employee refusing to sign the letter will have this fact noted by the direct supervisor, handwritten on the letter indicating the date, time and location of the meeting, along with a statement regarding the refusal to sign. Refusal to sign may be factored in by the direct supervisor and the COO, when assessing the need for termination in this case.

The PIP becomes part of the employee personnel file and shall remain there until removed by the direct supervisor. Removal from the file is solely at the discretion of the direct supervisor.

All follow-up meetings with the direct supervisor will be documented and made part of the file. Upon

successful completion of the PIP, the employee will be advised in writing of their success in fulfilling the PIP requirements and provided a warning regarding any future recurrence of the behavior may result in immediate termination. If the direct supervisor or the COO feels it is warranted, the PIP may be extended, or further action may be required.

5. Suspension – A two- or three-day suspension may be justified when circumstances arise, or serious incidents occur that involve the employee. Suspension is warranted when employee or client/child safety, welfare or morale may be adversely affected. Suspension notice is provided in person and includes a written counseling report setting forth all circumstances surrounding the decision to suspend.

All employees will be treated fairly during all disciplinary actions. All actions described in this section shall be prompt, consistent, and objective.

Dress Code

Flex Team Members must adhere to the company dress code as follows:

- A white, teal or navy polo shirt (collared with sleeves) or company logo-wear, khaki pants, a khaki skirt (to the knee), khaki shorts with a 6” inseam or denim full-length jeans. Jeans must not be low-rise, embellished or faded. Black or navy athletic pants or capris may be worn with company logo-wear shirts or sweatshirts if the top covers the buttocks region *entirely*. A TC Logo shirt is required for all Resort, Church, Corporate Care and Event shifts.
- A TC Logo shirt will be provided at time of hire. Additional TC Logo shirts can be purchased at the TC office. A variety of other company logo-wear can be purchased at our TC Trends store: <http://www.customizedgirl.com/s/nannygear>.
- Clothes should not be excessively baggy or tight, should not be faded or frayed and should be clean. No mid-drift or cleavage showing.
- Name badges should be worn at the beginning of every shift. For TC Events, name badges should be worn during the entire length of the shift.
- Any tattoos must be *completely* covered and should not be visible *at any time* while on a job.
- Excessive jewelry and/or piercings are not allowed.
- Perfume is not allowed. Use of fragrance-free detergent is strongly recommended, especially for jobs requiring infant care.
- Nannies are required to keep a modest, one-piece bathing suit on hand.

TC Office Staff must adhere to the company dress code as follows:

TC staff members working in the office are expected to wear “Business Causal,” defined as: *For men:* Trousers/khakis, tucked-in shirt with a collar, closed-toe dress shoes. *For women:* Dress pants, capris or a dress skirt (skirts must be 4 inches above the knee or longer) with a conservative, sleeved blouse or shirt with a collar; or a professional dress that is 4 inches above the knee or longer with at least 2-inch thick shoulder straps. No undergarments may be exposed. Minimal cleavage. Shorts, tank tops,

casual fabrics (denim, athletic wear, sweat clothes, etc.), are not acceptable. Women's shoes should be either flats, pumps or heeled sandals that are neither too casual nor too dressy.

Employees are not permitted to have the following items on their person or in their vehicle while on the job:

- Firearms or any other weapons
- Medication or nutritional supplements without a child protected lock
- Adult themed videos or publications

Drug and Alcohol-Free Workplace

Trusting Connections (the "Company") provides its clients with employee placements that necessitate a completely drug and alcohol-free workplace. Employees shall not be involved with the unlawful use, possession, sale, or transfer of any drugs or narcotics that may impair their ability to perform assigned duties or may otherwise adversely affect Company's business. The specific purpose of this policy is to outline the methods for maintaining a work environment free from the negative effects of alcohol, drug abuse, or other substances that adversely affect the mind or body. To fulfill our responsibility to provide trusted care for our clients, employees must be physically and mentally fit to perform their duties capably and efficiently.

Definitions

"Company Property" shall include all areas of each Company location, each client location, and all property inside, at, and adjacent to those locations, including without limitation the primary building(s), parking lots, driveways, and storage facilities.

"Safety-Sensitive Position" means any position that could affect the safety and health of the employee or others. This definition includes, without limitation, any position requiring the operation of motor vehicles; food handling; handling of medications; and/or performing work on residential or commercial premises of the Company's clients. All employment positions with Company meet this definition in good faith and are expressly designated as Safety-Sensitive Positions.

Prohibited Items: The items covered by this policy include, without limitation, the following: (1) illegal drugs or controlled substances, including inhalants; (2) legal drugs used in an unauthorized or non-prescribed way; (3) substances that alter consciousness or cognition; (4) drug paraphernalia; and (5) "Look alike" substances which resemble illegal drugs or controlled substances.

Prescription drugs and "over the counter" medication may be used, provided the prescription drugs are prescribed by a doctor for the person in possession of the drugs; are used as instructed by the physician; and are kept in their original marked container. Any employee who has reason to believe that his or her legal use of drugs, such as a prescribed medication, may pose a safety risk to any person or interfere with the employee's performance of his or her job must report such legal drug use to a supervisor. Company will then determine whether any work restriction or limitation is indicated. Failure to report

the use of a drug that may pose a safety risk could result in disciplinary action up to and including termination.

Medical Marijuana: Valid cardholders under the Arizona Medical Marijuana Act (“AMMA”) will not be discriminated against in violation of AMMA. However, AMMA does not give any employee the right to use, possess, or be under the influence of marijuana on Company Property. Smoking, consuming, ingesting, possessing, or being under the influence of marijuana during work hours on Company Property is strictly prohibited.

Employees in Safety-Sensitive Positions shall not use marijuana at any time and may not be protected by AMMA. In other words, AMMA cardholders are not eligible for Safety-Sensitive Positions, and any AMMA cardholder employee in a Safety-Sensitive Position may be required to transfer to a non-Safety-Sensitive Position (if available), be subject to disciplinary action, or discharged at Company’s discretion.

Convictions: Any employee who is convicted, including pleas of guilty or *nolo contendere* (“no contest”), of a drug or alcohol-related offense occurring on Company Property or during working hours is required to notify management no later than five (5) days after the convictions. Failure to report the conviction could result in disciplinary action up to and including termination.

Inspections: Company reserves the right to inspect all Company Property for drugs, alcohol, or other contraband. All employees and visitors may be asked to cooperate in inspections of their persons, work areas, and property that might conceal a drug, alcohol, or other contraband. Employees who possess such items or refuse to cooperate in such inspections are subject to appropriate discipline up to and including dismissal.

Employees with questions related to drug or alcohol use in the workplace should raise their concerns with a member of management without fear of reprisal.

Substance Abuse Testing

All job applicants, employees, independent contractors, employees of contractors, and other parties who perform work or other services for Company may be required to undergo pre-employment, random, reasonable suspicion, and post-accident/injury testing for alcohol or drug abuse at any time during employment or engagement, as allowed by law. Company may require employees to provide urine, blood, breath, saliva, hair and/or other samples for drug and alcohol testing. Consenting to these tests is a requirement for continued employment.

Required Testing:

Pre-Employment: Company may require all job applicants to pass a drug and alcohol screen before hiring.

Random: Company may require employees or groups of employees to undergo drug or alcohol testing on a random chance basis.

Reasonable suspicion: Employees are subject to testing based on (but not limited to) supervisor or client observations of suspected workplace use or possession of or impairment by drugs or alcohol. Each employee, as a condition of employment, will be required to participate in reasonable suspicion testing upon request of management. Examples of reasonable suspicion include, but are not limited to, the following:

- Slurred speech, sleeping during work hours, impaired coordination, disorderly appearance, or other observed facts giving reasonable suspicion that the employee may be impaired while working, while on Company Property, or while operating Company or personal vehicles;
- Employee carries out an activity with disregard for personal safety or the safety of others;
- Employee is involved in a workplace accident or injury or a near accident or injury; or
- Other evidence that the person has recently used or consumed a prohibited item or substance.

Post-Accident/Injury: Employees are subject to testing when they cause, contribute to, or are involved in an accident or receive an injury in connection with performing any Company services. This includes but is not limited to accidents/injuries that occur on or off Company Property and any incident which damages Company equipment or property and/or results in injury to the employee, another employee, or a client.

Testing Procedure

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines and Arizona Revised Statutes § 23-493 *et seq.* where applicable, and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide, in a confidential setting, a legitimate medical explanation, such as a physician's prescription, for the positive result; labeling of the samples in order to reasonably preclude the possibility of misidentification; and a documented chain of custody.

All drug testing information will be maintained in separate confidential records, and employees may request, in writing, a copy of their written test results.

The testing shall occur during, or immediately before or after, the regular work period and shall be deemed work time for purposes of compensation. With the exception of pre-employment drug testing and per diem (non-active) employees, Company will pay all actual costs associated with the testing, including arrangements for transportation to and from the testing facility. If an employee tests positive, Company will also arrange and pay for safe transportation to the employee's home.

The substances that will be tested for may include: Amphetamines, Cannabinoids (THC), Cocaine, Phencyclidine (PCP), Alcohol, Opiates, Barbiturates, Benzodiazepines, Methaqualone, Methadone, Propoxyphene, Hallucinogens, Inhalants, Anabolic Steroids, Hydrocodone, and MDMA (Ecstasy).

Testing for the presence of alcohol will be conducted by analysis of breath, saliva, and/or blood at the

option of management.

Testing for the presence of metabolites of drugs will be conducted by analysis of urine, blood, hair, saliva, and/or sweat at the option of management.

Any employee who tests positive will be immediately removed from duty and is subject to immediate discharge. Each positive test will be evaluated separately, and management's decision in one situation shall not create any form of precedent for subsequent situations.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

Non-Compete Policy

Protecting our business service model, trade, processes, and practices is an ongoing concern for the executive management at Trusting Connections. For this reason, all employees are to abide by the following non-compete requirements:

- No employee shall work for or with any other competing business while employed by the agency;
- Employees may not work on a private, direct basis for any family introduced through the agency, or any family referred by a client of the agency, while employed or within one (1) year of leaving the agency as a result of resignation or termination;
- Employees may not directly, or indirectly, own, manage, control, or engage in a competing business, located within 50 miles of the agency, within two (2) years of employment with the agency;

For the purposes of this policy, a competing business means any business or organization engaged directly, or indirectly, in Nanny, Sitter, Personal Assistant, or Housekeeper placement or services.

Non-Smoking Policy

Trusting Connections does not allow smoking anywhere on its corporate premises or within 20 feet of entrances, open windows and ventilation systems.

Employees are not allowed to smoke at any time while working with client families, on or near client premises, or in the presence of client family members, or while engaged in any compensable work activity.

Personal Automobile Use

Trusting Connections is not responsible for damage, theft, or other incidents involving a personal automobile when the employee elects to use it for Company business. If the employee is asked to do any on-the-job driving using a personal vehicle, the employee will be reimbursed for mileage at the current IRS federal reimbursement rate. The employee must record miles driven and report the mileage in the time keeping system. Failure to record mileage will result in non-payment. Mileage reimbursement includes compensation for all gasoline, mileage, and wear and tear of the vehicle.

All employees who use their personal automobiles for business use or travel need to have a valid driver's license, the minimum, mandated liability insurance that provides coverage in the event of an accident, regardless of who is at fault, and proof of coverage under the applicable liability insurance policy. Trusting Connections does not provide indemnification for any claims arising out of an automobile accident or injury in which employees are driving their own personal vehicles other than required by law.

Personal Records

Trusting Connections maintains a general personnel file for each employee. The general file contains the hiring documents such as the resume, cover letter, application form, emergency contact information, and training records. It shall also contain any performance evaluations and disciplinary records.

Employee personal information is carefully guarded and not disclosed to any unauthorized persons. Employees are required to update personal contact information changes (ex: change of address, phone number, and emergency notification information) so the employee file may be kept current.

Personal Relationships

When persons involved in a dating relationship work together, it may cause problems or issues at work. For this reason, and the potential for conflict in the work environment, employees may not engage in personal relationships with a client, client family member, friend of the client family, or other individual associated with the client, and retain a working relationship with the client family. If this situation occurs, the employee is required to notify the direct supervisor so that appropriate action may be taken.

Along these same lines, if a client, family member, friend, or other involved individual attempts to create a personal relationship that is not mutually consensual, the employee should go directly to the direct supervisor, so that appropriate action may be taken.

Professionalism and Standards of Conduct

Each employee is considered a representative of Trusting Connections and should behave in a professional manner at all times.

Work Conduct Standard

All employees are expected to maintain a standard of work conduct that exemplifies professionalism, respect, and courteous behavior. Examples of behavioral conduct that will not be tolerated include, but are not necessarily limited to:

- Theft of Company property or the personal property of clients
- Falsification of timekeeping records or other Company records
- Sleeping while on duty, except where overnight stays allow for periods of rest
- Unauthorized disclosure of confidential information
- Serious violation of our anti-harassment policy
- Fighting, threatening, or attempting bodily injury to another person
- Deliberate damage of Company property or personal property of clients
- Violation of safety procedures, protocols or rules
- Reporting to work under the influence of drugs and/or alcohol
- Possession of guns, knives, weapons, explosives, etc. on Company or client property
- Refusal to cooperate with an investigation of a work-related matter
- Insubordination
- Indecent or immoral behavior on Company or client property
- Conviction of a felony

The above list is not all-inclusive and we reserve the right to take corrective action for any behavior that we deem inappropriate or not in keeping with our standards of professionalism and proper conduct.

General Rules

Employees are not allowed to use Company-owned equipment, including computers, Company licensed software or other electronic equipment or facilities on Company time to conduct personal blogging or social network activities. Social networking and blogging must be done on the employee's equipment and never on Company time.

Employees may not use the Company logo or trademark on their personal blogs or networks.

Employees may not post photographs of other employees, vendors or work-related events on personal social media sites. More important, employees may not post any photographs of clients, client families, residences, property or other, client related information on any personal social media site.

Employee relationships with clients are first, and foremost, of a professional nature. Therefore, you are asked not to solicit or respond to ‘friend’ or ‘follow’ requests from clients on personal social media sites such as Facebook or Instagram.

Employees are not to link from a personal blog or social network to the Company’s internal or external websites.

If you have any questions regarding the proper use of social networking/bloggging, please contact the direct supervisor.

Work Related Injuries

Trusting Connections provides Workers' Compensation benefits under the Workers' Compensation Act. This law was designed to provide benefits for any injury, received at or arising out of your employment with the Company.

Under the provisions of the law, if an employee is injured while at work for the Company, this injury must be reported immediately to the Flex Director, no matter how slight it might seem. Failure to do so could result in denial of a Workers' Compensation benefits claim by the insurer.

As part of Trusting Connections Drug Free Workplace Policy, you may also be required to submit to drug testing if you are injured on the job.

Employee Benefits

Social Security

The payment of Social Security and medical benefits is made by the employee and Trusting Connections. Trusting Connections matches your contribution to Social Security and Medicare and thereby pay one-half of the cost of Retirement and Medicare Benefits under the Social Security Act.

Social Security provides a variety of benefits, including retirement income, death benefits, disability benefits and monthly income for certain dependent survivors of covered employees.

For additional information regarding Social Security eligibility and benefits, go to www.socialsecurity.gov.

Unemployment Insurance

Trusting Connections pays the entire cost of unemployment insurance. This insurance provides a weekly income for those who may be laid off or who may have lost their job through no fault of their own.

The amount of unemployment income is based upon average earnings. Eligibility for this benefit is determined by the state.

Family and Medical Leave (FMLA) Policy

In accordance with the Family and Medical Leave Act of 1993 (FMLA), Trusting Connections provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

Eligibility

To qualify for FMLA leave, you must:

1. Have worked for the Company for at least 12 months, although it need not be consecutive;
2. Worked at least 1,250 hours in the last 12 months; and
3. Be employed at a worksite that has 50 or more employees within 75 miles.

Leave Entitlement

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;

- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is a "rolling" 12-month period measured backward. You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service. As used in the policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, earaches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.
- **Health care provider** means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.

Qualifying exigencies for military exigency leave include:

- Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
- Attending official ceremonies, programs, or military events;
- Special childcare needs created by a military call-up including making alternative childcare arrangements, handling urgent and nonroutine childcare situations, arranging for school transfers, or attending school or daycare meetings;
- Making financial and legal arrangements;
- Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;

- Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
- Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
- Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
- Other exigencies that arise that are agreed to by both the Company and you.

A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave. In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the Company first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Company. If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

Certification of Need for Leave

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from Human Resources. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided. At our expense, the Company may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided. The Company also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

Call-In Procedures

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

Leave Increments

Intermittent Leave

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service. As FMLA leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Company may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

Parental Leave

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid. If you are taking parental, family care, military exigency, and/or military care leave, you must utilize available vacation/PTO, personal days, and/or family illness days during this leave. If you are taking personal medical leave, you must utilize available sick, personal, and vacation/PTO days during this leave. If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize these benefits. However, you may elect to utilize accrued benefits to supplement these benefits.

Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

Health Insurance

Your health insurance coverage will be maintained by the Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made. Alternatively, at our option, the Company may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if

you do not return to work at the end of leave, the Company may require reimbursement for the health insurance premiums paid during the leave.

Reinstatement

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

Spouse Aggregation

If you and your spouse are both employed by the Company, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

Interaction with State and Local Laws

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

Designation of Leave

If the Company becomes aware of any qualifying reason for FMLA leave, the Company will designate it as such. An employee may not refuse FMLA designation under this policy.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

USERRA (Military Leave)

Trusting Connections grants a military leave of absence if an employee is absent from work because they are serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). The employee must provide the Flex Director advance notice of upcoming military service, unless military necessity prevents advance notice, or it is otherwise impossible or unreasonable.

Employees will not be paid while on military leave. If on military leave for up to 30 days, the employee must return to work on the first regularly scheduled work period after service ends (allowing for reasonable travel time). If the employee is on military leave for more than 30 days, the employee must apply for reinstatement in accordance with USERRA and applicable state laws.

When the employee returns from military leave (depending on the length of your military service in accordance with USERRA), the employee will be placed either in the position they would have attained if they had stayed continuously employed or in a comparable position.

Earned Paid Sick Time (Arizona Employees Only)– The Arizona Fair Wage and Healthy Families Act

The Arizona Fair Wage and Healthy Families Act requires employers to offer employees paid sick time under qualifying conditions. Employees can begin accruing earned paid sick time at the commencement of employment or July 1, 2017, whichever is later. Earned paid sick time is sick time accrued by an employee that is compensated at the same hourly rate and with the same benefits, including health care benefits, as the employee normally earns during hours worked.

Employees may use earned paid sick time for themselves or for family members (*see* Arizona Revised Statutes § 23-373 to see who qualifies as a family member) in the following circumstances:

Medical care or mental or physical illness, injury, or health condition;

A public health emergency (*see* Arizona Revised Statutes § 23-373 for more information about what qualifies as a public health emergency); and

Absence due to domestic violence, sexual violence, abuse, or stalking.

Employees accrue a minimum of one hour of earned paid sick time for every 30 hours worked, but they are not entitled to accrue or use more than 40 hours of earned paid sick time per year.

TC will give employees written notice of the following at the commencement of employment or by July 1, 2017, whichever is later:

- Employees are entitled to earned paid sick time;
- The amount of earned paid sick time that employees are entitled to accrue;
- The terms of use guaranteed by Arizona's earned paid sick time laws;
- That retaliation against employees who request or use earned paid sick time is prohibited;
- That each employee has the right to file a complaint if earned paid sick time is denied by the employer or the employee is subjected to retaliation for requesting or taking earned paid sick time;

An employer must also provide employees either in or on an attachment to the employee's paycheck:

- The amount of earned paid sick time available to the employee;
- The amount of earned paid sick time taken by the employee to date in the year; and
- The amount of pay time the employee has received as earned paid sick time.

Non-exempt employees' rate of accrual will be based on hours actually worked. An employee who is exempt under the Fair Labor Standards Act is presumed to have worked 40 hours per workweek, unless the employee's normal workweek is less than 40 hours (in which case accrual of earned paid sick time is based on the employee's normal workweek).

Persons already employed by TC on July 2, 2017 may access accrued leave as it is earned. TC requires employees hired after July 1, 2017 to wait 90 calendar days after the start of employment before using accrued earned paid sick time. Employees earn paid sick time upon starting work with TC, but may only access it according to the terms and conditions noted above

When foreseeable, the TC employee must make a good faith effort to provide notice of the need to use earned paid sick time in advance and should schedule the leave in a manner that does not unduly disrupt business operations. Requests to use earned paid sick time may be made orally, in writing, by electronic means, or by any other reasonable means. When possible, the request to use earned paid sick time must include the expected duration of the absence and made directly to the direct supervisor.

Earned paid sick time is accrued according to the formula established by the statute. An employee earns one (1) hour of earned paid sick time for each 30 hours actually worked. Employees are entitled to use a maximum of 40 hours of earned paid sick time per year and may accrue only up to 40 hours per year.

If an employee has some earned paid sick time remaining at the end of the TC fiscal year, that time will rollover to the following year. This rollover does not affect the 40-hours per year, maximum accrual as stated in the law. Earned paid sick time is not paid out upon separation from employment.